



# **Mercer County Soil and Water Conservation District**

**R.R. 2, Box 317 Princeton, MO 64673**

**Phone (660) 748-3857 ext. 3**

**Fax (660) 748-4589**

## **MERCER COUNTY SWCD MULCHER USE AGREEMENT**

I, the Renter and User of the Mulcher, agree to the following conditions.

### **RENTAL RATE:**

**Rental Rate is \$75/day for cost-share practices, for all others, \$75/day with a 10 bale limit. An extra \$5/bale charge is applied after 10 bales.** Payment is due one (1) business day after mulcher is returned and inspected for damages. An additional 1.5% will be charged if not paid within 30 days. After 90 days, future rental and cost-share will be denied until bill is paid in full.

### **DEPOSIT REQUIRED:**

A \$200 damage deposit is required before using the mulcher.

**\*\*If the renter is unsure how to operate the equipment, they will refer to the owners manual located on the equipment or at the SWCD office.\*\***

**\*\*If there is damage, repair cost will be taken out of the deposit and the remainder will be returned to the renter. If the damage is greater than the deposit, Renter will be billed for the balance of the repair cost\*\*. Initial \_\_\_\_\_**

The deposit check will be held until a board member and/or an employee can check the equipment for damages and the renter has paid the rent and any other necessary fees.

### **GENERAL CONDITIONS**

1. I will keep my towing speed less than 20mph and maintain 45psi. tire pressure.
2. I will obey state and federal laws.
3. I have at least the minimum liability coverage, as required by the state of Missouri, on the vehicle with which I will transport the equipment over public roadways.
4. **The mulcher will not be towed by no less than a 3/4 ton pickup.**
5. I will read and follow all manufacturers recommendations in the owners manual pertaining to the use and operation.
6. I will adjust the tractor drawbar so that the bottom of the tongue is 15 inches off the ground.
7. I will not attempt to load bales over 2,000 lbs.
8. I will not allow twine to build up on the rotor.
9. I will not attempt to unload bales with the tines.
10. **I will lubricate PTO U-Joints, rotor bearings, feed roller bearings, loader bearings, wheel bearings, and for pivots every 8 hours of operation. Initial \_\_\_\_\_**
11. Before transporting, I will fully raise bale loader forks, ensure bale loader fork cylinder lock is installed, attach towing chains, and secure the PTO shaft.
12. I will not remove any parts of the mulcher.
13. I will protect the mulcher against theft while in my possession.
14. All operators will be of 18 years of age or older.
15. I will use a 100 h.p or larger tractor weighing at least 8,000 lbs.
16. District employees can refuse the use of the mulcher based on past rental history.
17. **In the event of damage, repairs will be made by an authorized individual approved by the SWCD Board. If the equipment is reserved at the time of damage, the daily rental rate will be charged for all days of lost rental. This is in addition to any repair charges or clean-up fees assessed.**

### **SCHEDULING:**

Priority for use of the mulcher is given to the person who is ready to use the mulcher and has paid the deposit.

### **Additional Provisions:**

The Renter will be required to bring a 3/4" hitch pin.

**I understand and agree to these conditions and will pay the charges requested by the Mercer County Soil and Water Conservation District.**

**I assume all risk for injury to myself, or damage to my property, as a result of my use of the mulcher.**

**I will not hold the Mercer County Soil and Water Conservation District or the Natural Resource Conservation Service, their supervisors or employees liable, in any way, for any damages, injury, or losses that in some way result from the use of the mulcher.**

**I accept all liability for injury to others, or damages to the property of others, from my use of the mulcher.**

I agree to defend, pay on behalf of, and hold Mercer County SWCD, NRCS, its supervisors, employees or agents, harmless from all claims of whatsoever nature or kind arising out of any act, or failure to act, whether or not negligent, in connection with my use of the mulcher, and my performance of the terms of this rental agreement. By signing this rental agreement, I accept all liability for the equipment and any damages to it or others while in my possession.

Agreed to by \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

Estimated date/s of use

# of days

**For Office Use:**

Damage Deposit/Ck. #

Date Received

Received by

Date deposit  
returned

\*\*\*\*\*

## INSPECTION:

Inspected by

Date of inspection

Damage Found: \_\_\_\_\_

Estimated repair Expense: \_\_\_\_\_

Rental Rate: \$75.00/day

Rental Fee: \_\_\_\_\_

Estimated Damages: \_\_\_\_\_

Minus Deposit: \_\_\_\_\_

**Balance Due:** \_\_\_\_\_

Received by \_\_\_\_\_ Check # \_\_\_\_\_ Date # \_\_\_\_\_